

Form of Mining Lease granted under the Rules of 22nd February 1886.

Parties. This Indenture made the _____ day of _____
 one thousand eight hundred and eighty _____ between
 THE GOVERNMENT OF MYSORE (hereinafter called "The Lessors") of the one part
 and

(hereinafter called "The Lessees") of the other part.

Deposit and agree-
 ment to grant lease.

Whereas the lessors at the request of the lessees and in consideration of a
 deposit of Rs. _____ made by the lessees as
 security for the due fulfilment of the covenants hereinafter set forth and which deposit
 shall be forfeited on any failure thereof have agreed to grant the mining lease herein-
 after contained in respect of the piece of land delineated in the map or plan hereto
 annexed and situate at

Situation of block
 leased.

in the Taluk of _____ in the District of _____
 in the Mysore Territories estimated to comprise

and particularly mentioned and described in the Schedule hereto annexed and which
 piece of land is hereinafter referred to as "the selected block".

Witnesseth.

Demise.

Exclusive right of
mining.

Now this Indenture witnesseth that in consideration of the
ments, royalties, fines and other payments hereinafter reserved and of the covenants
agreements by the lessees hereinafter contained, the lessors do hereby demise
grant unto the lessees, their executors, administrators and assigns **Exclusive**
and liberty throughout so much of the selected block hereinbefore mentioned
described as consists of unassessed waste Government lands and unoccupied
Government lands and also throughout so much of the said selected block as
of occupied Government lands and Inam lands the holders whereof the lessees
executors, administrators or assigns have bought out or may buy out or with
the lessees, their executors, administrators or assigns have made or may make
own terms as to the cession of their rights, to search for mine and work all
reefs and beds and strata of earth, stone or rock containing or supposed to
gold, metallic ores, precious stones, coal or other substances of a merchantable
and to wash, dress, crush and make merchantable all such gold, metallic ores, p
stones, coal and other substances found therein.

Together with li-
berty for lessee to
sell produce of mi-
ning.

Together also with liberty for the lessees, their executors, administrators
assigns to remove, sell and dispose of all gold, metallic ores, precious stones, c
other substances of a merchantable nature worked or found by them or any o
in or upon such parts of the selected block.

Habendum to les-
see, his executors,
administrators and
assigns for term of
30 years.

To have and to hold the premises hereinbefore expressed to be
demised and granted unto the lessees, their executors, administrators and
for the term of thirty years from the day of the date of these presents.

Paying assessment
for Government
lands and jodi and
quit-rent for Inam
lands.

Yielding and paying therefor during the said term by instalments a
ing to the rules in force in the said District of
for the collection of land revenue, the amount of annual assessment at present d
able on all the occupied and unoccupied arable Government lands comprised
selected block or such larger sum as may at any time hereafter during the
tinuance of this lease upon any revision of land assessment be fixed by the les

their successors or assigns as chargeable on such lands by way of assessment and the jodi or quit-rent payable on any Inam lands comprised in the said block and also yielding and paying an annual assessment of 8 annas per acre on all the unarable Government lands comprised in the selected block.

Also local cesses,
taxes or rates.

And also yielding and paying in addition to the annual assessment jodi and quit-rent aforesaid, all local cesses and other taxes or rates of every description for the time being payable in respect of the premises or lands comprised in the selected block or of any buildings or works erected thereon.

Also royalty of
5 per cent on gold,
&c. obtained.

And also yielding and paying a royalty of five per cent upon the gross proceeds of all gold, metallic ores, coal and other substances of a saleable or merchantable nature which shall have been dressed, crushed and made merchantable by the lessees, their executors, administrators or assigns, such royalty being paid clear of all deductions whatsoever.

Also royalty of 10
per cent on value of
precious stones found.

And also yielding and paying a royalty of ten per cent upon the saleable value of all precious stones found on the selected block, such royalty being paid clear of all deductions whatsoever.

And also a fine
of 10% of the consi-
deration for every
assignment or under-
lease.

And also yielding and paying on account of every assignment or under-lease which may at any time be made by the lessees, their executors, administrators or assigns, assigning or under-leasing the whole or any part of the said premises or all or any of the rights, liberties and licenses by these presents demised and granted, or granting any interest or share in the said premises or in all or any of the said rights, liberties and licenses, a fine of one-tenth of the consideration for such assignment or under-lease, such fine being paid clear of all deductions whatsoever and any shares in a Company which may form the whole or part of such consideration being, at the option of the lessors, their successors or assigns, regarded as equivalent to the nominal value of such shares for the purpose of computing such fine, and in the case of a second or subsequent assignment or under-lease the fine being computed on

the amount of consideration therefor less the amount of consideration for the assignment or under-lease immediately preceding it, the present value of such last mentioned consideration as may not consist of money already realized being fixed by the lessors, their successors or assigns for the purpose of computing the amount of the fine payable.

Prohibited always that if and whenever any of the said assessments, royalties, fines or other payments shall be in arrear for the space of sixty days after the expiration of the time allowed by these presents for payment thereof and the lessees, their executors, administrators or assigns shall not pay the same within thirty days after the service upon him or them of a notice by the Civil Executive Officer of the said District of calling upon them or any of them to pay the same, the lessors, their successors or assigns shall be at liberty to seize all gold, metallic ores, precious stones, coal and other substances of a saleable nature in or about the mines or pits opened, worked or carried on by the lessees, their executors, administrators or assigns in the selected block, or any other property found in the selected block, and the lessors, their successors or assigns may sell and dispose of such gold, metallic ores, precious stones, coal and other substances and property and out of the moneys produced thereby may deduct and retain all arrears of assessments, royalties, fines or other payments then due under this lease and all expenses incurred in or about any such seizure and sale.

And the lessees do hereby for themselves, their heirs, executors, administrators and assigns and as a separate covenant each of them doth hereby for himself, his heirs, executors, administrators and assigns covenant with the lessors, their successors and assigns that they the lessees, their executors, administrators or assigns will during the said term in the best and most effectual manner and without intermission, except when prevented by inevitable accident, search and mine for, work and make merchantable, all gold, metals, metallic ores, precious stones, coal and other substances of a saleable or merchantable nature within or upon the selected block.

Distrain by lessors
or recovery of assessments,
royalties, fines
or other payments.

Covenant by lessee
to prosecute mining
operations without
intermission.

To deliver to, or
permitsamples of gold,
&c., to be taken by,
lessors.

And also will if required and before the sale thereof deliver to or permit to be taken by the lessors, their successors or assigns or their agent or agents a sample or samples of all gold, metals, metallic ores, precious stones, coal and other substances which shall have been dressed, crushed and made merchantable and prepared for sale, all such samples so taken to be paid for by the lessors, their successors or assigns at the current market rate.

To make return of
prices to lessors.

And also will immediately after any sale of the said gold, metals, metallic ores, precious stones, coal and other substances give to the lessors, their successors or assigns or their agent or agents a return of the prices for which the same respectively shall have been sold and if required the names of the purchasers thereof.

To pay royalties
within 90 days after
sale or six months
from extraction of
ore.

And also will within ninety days after any such sale or within six months from the time of the extraction of the gold, metals, metallic ores, coal or other substances or the finding of the precious stones pay to the lessors, their successors or assigns the royalties hereinbefore reserved.

To deliver to lessors
copies of all assignments.

And also will deliver to the lessors, their successors or assigns a copy of every assignment or under-lease of the said premises or any part thereof, or of all or any of the rights, liberties and licenses by these presents demised and granted or of any interest or share in the said premises or in all or any of the said rights, liberties and licenses within two calendar months after the date of such assignment or under-lease.

To pay fines on
all assignments within
90 days.

And also will within ninety days after the date of such assignment or under-lease pay to the lessors, their successors or assigns the fine upon such assignment or under-lease hereinbefore provided and reserved.

To keep proper
books of accounts,
plans, &c.

And also will throughout the said term make and keep in some convenient place on the selected block, and so that the lessors, their successors or assigns or their agent or agents can have at all times free access thereto, proper books of account of the working and yield of the said mines and the costs thereof and of the disposal of

the gold, metals, metallic ores, precious stones, coal and other substances of a saleable or merchantable nature containing all particulars of quantities, dates and other facts and circumstances necessary or proper for ascertaining the exact value of such gold, metals, metallic ores, precious stones, coal and other substances and also correct maps, plans and sections of the said mines and workings.

And give copies thereof to lessors.

And also will, when required by the lessors, their successors or assigns or their agent or agents, give to them copies of all entries in the said books and of every such map, plan and section as aforesaid.

And give up to lessors books and plans at end of term.

And also will at the end or sooner determination of the said term give up to the lessors or their successors or assigns the said books, maps, plans and sections in good and perfect condition.

To keep boundary posts in good condition and shafts, &c. properly fenced.

And also will throughout the said term keep all boundary posts in good repair and condition and every shaft, pit or open working within the selected block sufficiently fenced for the protection of man and beast.

Not to fill up shafts or mines.

And also will not, until the license in writing of the lessors, their successors or assigns or their agent or agents be obtained, wilfully close, fill up or choke any mine or shaft.

Or obstruct roads, &c.

And also will keep open and not obstruct all or any existing roads, paths or by-ways of any kind whatsoever.

To permit lessors to inspect works, &c.

And also will permit the lessors, their successors and assigns and their agent or agents, servants and workmen throughout the said term to enter upon any of the works carried on under or by virtue of these presents and examine the state and condition thereof and to use the engines, machinery and apparatus upon or within the selected block for that or any other lawful and reasonable purpose, the lessors, their successors and assigns making a reasonable compensation for such use except when required for examining and taking plans, and also to exercise the liberties hereinbefore reserved and will afford all reasonable facilities and assistance in the exercise thereof.

To pay compensation for injury to surface rights.

To indemnify lessors from all claims arising from exercise of liberties hereby granted.

To deliver to lessors mines, buildings, &c., on expiration of term.

Proviso for re-entry on non-payment of assessments, royalties, fines, &c., or on breach of covenant.

And also will from time to time make compensation to the tenant, occupier or other holder of any part or portion of the selected block for all damage or injury to or interference with the surface thereof.

And also will from time to time and at all times hereafter effectually keep indemnified the lessors, their successors and assigns from and against all claims, demands and expenses whatsoever by reason or in consequence of any injury to or interference with any lands or property whatsoever occasioned by or arising from the working under these presents or the exercise of the liberties hereby granted.

And also will at the expiration or sooner determination of the said term deliver to the lessors, their successors or assigns the mines worked under these presents and all shafts, workings, boundary posts and fences connected therewith and all other the premises in good repair and working order and in all respects in such state and condition as shall be consistent with the due performance of the covenants herein before contained free of any claim by the lessees, their executors, administrators or assigns against the lessors, their successors or assigns on account of buildings or other property left standing thereon, which buildings and other property the lessees, their executors, administrators or assigns shall be at liberty previously to remove.

Provided always and these presents are upon this express condition that if and whenever any part of the assessments, royalties, fines or other payments hereby reserved shall be in arrear for thirty days after due notice has been served on the lessees, their executors, administrators or assigns or any one or more of them or on their or his agents or fixed on any part of the selected block demanding payment of the same, or if the lessees, their executors, administrators or assigns or their or his workmen shall cease to carry on the regular working of the mines or cause any obstruction or annoyance to the officers of the lessors or of their successors or assigns or to the people of the country or refuse to afford information to the lessors, their successors or assigns, or if and whenever there shall be a breach of any of the covenants on the part of the lessees, their executors, administrators or assigns, then and in

such case the lessors, their successors or assigns or their agent or agents duly empowered in that behalf may re-enter upon any part of the mines or workings carried on under this lease in the name of the whole and thereupon the said term of thirty years shall absolutely determine.

Proviso that power of re-entry not to be exercised without 6 months' notice.

Provided always and it is hereby agreed and declared that no such re-entry or forfeiture of the said term under the proviso for re-entry hereinbefore contained shall take place unless and until the lessors, their successors or assigns shall have given to the lessees, their executors, administrators or assigns a notice calling upon him or them to give a reasonable explanation of the matter or matters complained of and to rectify the same which notice shall be in writing signed on behalf of the lessors, their successors or assigns by the Civil Executive Officer of the said District of

or by any other officer specially empowered in that behalf, and shall be served on the lessees, their executors, administrators and assigns or any one or more of them or on their or his agents or fixed on any part of the selected block and default shall have been made in giving such reasonable explanation and in rectifying the matter or matters complained of for six calendar months from the time of such notice being so served or affixed.

Proviso that lessors have power to levy an assessment of five rupees in any year in lieu of royalty.

Provided always and it is hereby agreed and declared that after the expiry of the first two years of the lease which will be allowed for the necessary preliminary arrangements for working the mines, the lessors, their successors or assigns shall in the event of their not being satisfied with the working or its results be at liberty to levy in lieu of the royalties aforementioned an assessment of five rupees per acre for any years of the lease.

Proviso for determining the lease at the option of the lessee at the end of any year.

Provided further and it is hereby agreed and declared that if the lessees, their executors, administrators or assigns shall be desirous of determining the said term of thirty years hereby granted at the expiration of any year of the said term and of such desire shall give to the lessors, their successors or assigns six calendar months' previous notice in writing and shall pay the said assessments, royalties, fines or other

payments hereby reserved and perform and observe the several covenants and agreements herein contained and on the part of the lessees, their executors, administrators or assigns to be performed and observed up to the expiration of such year, then and in such case upon the expiration of such year the term hereby granted shall absolutely cease and determine and the said deposit of **Rs.** hereinbefore referred to shall be retained by the lessors, their successors and assigns as and for their own property

In witness whereof

the Dewan of Mysore acting for and on behalf of the lessors, and the lessees have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered

by the above named

in the presence of

Signed, sealed and delivered

by the above named

in the presence of

Signed, sealed and delivered

by the above named

in the presence of